

Exhibit 1

The Honorable John H. Chun

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ELIZABETH DE COSTER, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

AMAZON.COM, INC., a Delaware
corporation,

Defendant.

Case No. 2:21-cv-00693-JHC

DEBORAH FRAME-WILSON, et al., on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

AMAZON.COM, INC., a Delaware
corporation,

Defendant.

Case No. 2:20-cv-00424-JHC

CHRISTOPER BROWN, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

AMAZON.COM, INC., a Delaware
corporation,

Defendant.

Case No. 2:22-cv-00965-JHC

**RESPONSES AND OBJECTIONS OF DEFENDANT AMAZON.COM, INC. TO
PLAINTIFFS' SEVENTH SET OF REQUESTS FOR PRODUCTION AND
FOURTH SET OF INTERROGATORIES**

Pursuant to Rules 26, 33, and 34 of the Federal Rules of Civil Procedure (the “Federal Rules”), and the Local Rules of the United States District Court for the Western District of Washington (the “Local Rules”), Defendant Amazon.com, Inc. (“Amazon”), by its attorneys Paul, Weiss, Rifkind, Wharton & Garrison LLP, hereby responds and objects to Plaintiffs’ Seventh Set of Requests for Production and Fourth Set of Interrogatories, dated March 25, 2025 (the “Requests”), in the above-captioned cases (the “Actions”).

PRELIMINARY STATEMENT AND RESERVATION OF RIGHTS

1. The responses and objections set forth below are based upon information now available to Amazon, as could be reasonably gathered in the timeframe provided for Amazon’s responses. Without obligating itself to do so, Amazon reserves its right to amend, supplement, correct, or clarify its responses and objections and to present any further information that may be identified hereafter.

2. Amazon makes the responses and objections without waiving or intending to waive: (a) any objections as to the competency, relevancy, materiality, privilege, or admissibility of any information or documents produced in response to the Requests; (b) the right to object on any ground to the use of the information or documents produced in response to the Requests at any hearing or at trial; (c) the right to object on any ground, at any time, to a request for further responses to the Requests; (d) the right to use or rely on, at any time, subsequently discovered information or information omitted from these responses; and (e) the right to revise, amend, supplement, or clarify any of Amazon’s responses or objections.

GENERAL OBJECTIONS

Amazon hereby incorporates the following general objections into each of its specific responses and objections to the individual Requests as if fully set forth therein:

1. Amazon objects to all the Requests herein as an improper fishing expedition. Plaintiffs concede that these Requests are motivated by antitrust scholar Dr. Herbert Hovenkamp’s critique of their proposed market definition in the Actions, discussed during the “Economics Day”

1 hearing held in *FTC v. Amazon.com, Inc.*, No. 23-cv-01495 (W.D. Wash.), and that the sole basis
 2 for the Requests is the speculation contained in a 2021 letter by the “Revolving Door Project”
 3 questioning Dr. Hovenkamp’s impartiality as to companies that are not even litigants in the
 4 Actions. Amazon is surprised to see Plaintiffs question the integrity of Dr. Hovenkamp, especially
 5 in light of his direct repudiation of the Revolving Door Project’s claims. *See* Herbert Hovenkamp,
 6 (@Sherman1890), X.COM (Nov. 3, 2021, 3:55 PM), <https://tinyurl.com/ytj62jtw> (responding to
 7 the Revolving Door Project that he has received “[n]o payments since [2002], no grants, and no
 8 paid board memberships” from any technology company); *see also* Herbert Hovenkamp
 9 (@Sherman1890), X.COM (June 9, 2024, 7:19 PM), <https://tinyurl.com/3uxpkh9a> (“[I] get no
 10 money from CTIC [Center for Technology, Innovation & Competition at his university, the
 11 University of Pennsylvania] and none from any single firm. My \$ are all from the Upenn and
 12 [W]harton General employment funds. You are not thinking through what is entailed if every
 13 academic had to run every general funding source all the way up the ladder.”).

14 2. Further, there is no conceivable connection between the other individuals
 15 specifically identified in the requests – or the countless unnamed individuals to whom the
 16 Requests might conceivably pertain – to the Actions at bar. The Requests seek information that
 17 is entirely irrelevant, based on unfounded assumptions, and are inappropriate.

18 3. Amazon objects to Plaintiffs’ Requests, and to the Definitions and Instructions set
 19 forth therein (“Requests, Definitions, and Instructions”), to the extent that they impose any
 20 differing or additional obligations from those required by the Federal Rules, the Local Rules, or
 21 any other applicable rule, law, or doctrine, the ESI Protocols and Protective Orders entered in the
 22 Actions or any other court order, or any agreements between Amazon and Plaintiffs (the
 23 “Applicable Laws, Rules, and Agreements”), on the ground that such a requirement, instruction,
 24 or definition exceeds the scope of permissible discovery and attempts to impose an unreasonable
 25 burden and expense on Amazon. To the extent any Request, Definition, or Instruction conflicts
 26 with, or purports to impose additional or different duties and obligations, Amazon will respond in
 27 accordance with the Applicable Laws, Rules, and Agreements.

28 4. Amazon objects to the Requests, Definitions, and Instructions to the extent that

1 they are overly broad, vague, ambiguous, and unduly burdensome; or seek documents and
2 information that are neither relevant nor proportional to the needs of the Actions.

3 5. Amazon objects to the Requests, Definitions, and Instructions to the extent they
4 seek information or documents or seek to impose a search for information or documents: (a) not
5 within Amazon's possession, custody, or control; (b) not maintained by Amazon in the normal
6 course of business; (c) already in the possession, custody, or control of Plaintiffs; (d) readily
7 available through public sources or from sources that are more convenient, less burdensome, or
8 less expensive; or (e) from sources that are more readily available to Plaintiffs than to Amazon.
9 Amazon further objects to the extent the burden or expense of the proposed discovery outweighs
10 its likely benefit.

11 6. Amazon objects to the Requests, Definitions, and Instructions to the extent that
12 they seek documents and information protected from disclosure by privileges and other
13 protections from production, including, without limitation: (a) the attorney-client privilege; (b)
14 the work-product doctrine; or (c) any other constitutional, statutory, common law or regulatory
15 protection, immunity, or proscription from disclosure. In responding to the Requests, Amazon
16 will not produce documents protected by such privileges. Where Amazon withholds information
17 under claim of privilege, Amazon will adhere to the requirements under the ESI Protocol.
18 Amazon does not intend the inadvertent production of any privileged or protected information to
19 constitute a waiver of Amazon's rights to assert any applicable privilege or protection, and
20 Amazon further reserves the right to demand that Plaintiffs return, destroy, or sequester any
21 privileged or protected documents inadvertently produced and all copies thereof consistent with
22 Fed. R. Civ. P. 26(b)(5)(B) and the terms and conditions of the ESI Protocols and Protective
23 Orders entered in the Actions.

24 7. Amazon objects to the Requests, Definitions, and Instructions to the extent that
25 they purport to require Amazon to produce documents in violation of a legal, contractual, or other
26 obligation of nondisclosure owed to a third party. Amazon will not provide documents or
27 information subject to any such obligation unless and until it receives the necessary consent from
28 any such third party or, in the absence of such consent, unless and until it is ordered to do so by a

1 court of competent jurisdiction.

2 8. Amazon objects to the Requests, Definitions, and Instructions to the extent that
3 they seek confidential, trade secret, competitively sensitive, business, financial, or other
4 proprietary information. To the extent documents containing any such information are
5 nonprivileged, responsive to the Requests, and are not otherwise objectionable, Amazon will only
6 produce such documents and information subject to the ESI Protocols and Protective Orders
7 entered in the Actions. Amazon further reserves the right to redact or otherwise withhold any
8 confidential, proprietary, trade secret, or competitively sensitive information that is neither
9 relevant nor proportional to the needs of the Actions.

10 9. Amazon objects to the definitions of “Amazon,” “You,” and “Your” as vague,
11 ambiguous, overbroad, unduly burdensome, and oppressive to the extent it includes entities or
12 persons other than Amazon.com, Inc. and persons or entities under its direct control, such as
13 persons or entities who were previously, but no longer are, associated with Amazon. Because
14 Amazon has no authority or control over these entities or persons, it has no obligation under the
15 Applicable Laws, Rules, and Agreements to search for or provide documents possessed by them.
16 Amazon will construe the definition of “Amazon,” “You,” and “Your” to refer only to
17 Amazon.com, Inc.

18 10. Amazon objects to the definition of “Amazon’s Agents” as vague, ambiguous,
19 overbroad, unduly burdensome, and oppressive to the extent it includes entities or persons other
20 than Amazon.com, Inc. and persons or entities under its direct control, such as persons or entities
21 who were previously, but no longer are, associated with Amazon. Because Amazon has no
22 authority or control over these entities or persons, it has no obligation under the Applicable Laws,
23 Rules, and Agreements to search for or provide documents possessed by them. Amazon further
24 objects to the definition of “Amazon’s Agents” as vague, ambiguous, overbroad, unduly
25 burdensome, and oppressive to the extent the phrase “persons acting on Amazon’s behalf for the
26 purposes of the communication” is vague and unintelligible. Amazon further objects to the
27 definition of “Amazon’s Agents” as inclusive of “its attorneys” to the extent it calls for documents
28 protected by (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other

1 constitutional, statutory, common law or regulatory protection, immunity, or proscription from
2 disclosure.

3 11. Amazon objects to the definition of “Concerning” as vague, ambiguous,
4 overbroad, unduly burdensome, and oppressive insofar as it imposes obligations that go beyond
5 the requirements of the Applicable Laws, Rules, and Agreements to the extent it includes “relating
6 to, referring to, describing, evidencing or constituting.” Amazon interprets this term (and any
7 form thereof) throughout its responses as specifically “mentioning” or “referring to,” unless
8 otherwise specified, as any other definition would require Amazon to guess at the information
9 sought, in violation of the Applicable Laws, Rules, and Agreements.

10 12. Amazon objects to the definition of “Person” as vague, ambiguous, overbroad,
11 unduly burdensome, and oppressive to the extent it includes entities or persons other than
12 Amazon.com, Inc. and persons or entities under its direct control, such as persons or entities who
13 were previously, but no longer are, associated with Amazon. Because Amazon has no authority
14 or control over these entities or persons, it has no obligation under the Applicable Laws, Rules,
15 and Agreements to search for or provide documents possessed by them. Amazon further objects
16 to the definition of “Person” as inclusive of “any law firm acting on Amazon’s behalf” to the
17 extent it calls for documents protected by (a) the attorney-client privilege; (b) the work-product
18 doctrine; or (c) any other constitutional, statutory, common law or regulatory protection,
19 immunity, or proscription from disclosure.

20 **INTERROGATORIES**

21 **INTERROGATORY NO. 8:**

22 Identify by name each economist, antitrust scholar and/or each economic
23 association to whom Amazon or its Agents have provided payment or funding in connection with
24 his, her, or its economic, academic, or opinion work related to competition, market definition,
25 retail markets, online markets, markets for marketplace services, most-favored-nation (MFN or
26 PMFN) or price parity policies, MMAs, price competitiveness, or Amazon’s specific business
27 practices, including any funding or payments made in connection with any economics or legal
28 research papers, including both published and unpublished manuscripts, academic research grants,

1 including grants for research not associated with specific research papers, and any funding or
2 payments in connection with litigation consulting services or expert testimony.

3 For each such economist, antitrust scholar and/or economic association, identify
4 with specificity the research grants, economics research papers, and litigation matters, and the
5 amount of money paid by Amazon in connection with any corresponding grants, funding, and
6 payments.

7 **ANSWER:**

8 Amazon objects to this Request as overbroad, unduly burdensome, not
9 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,
10 to the extent it seeks information regarding Amazon’s relationship with “economist[s], antitrust
11 scholar[s] and/or [] economic association[s]” regardless of whether such information has any
12 connection to the Actions or to the claims or defenses therein. Amazon further objects to this
13 Request in that it appears intended to harass and annoy Amazon, its employees and third parties,
14 to increase the cost of litigation, and to impeach the integrity of persons who have not been
15 identified as witnesses and will not serve as witnesses in the Actions. *See Oppenheimer Fund,*
16 *Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978) (“discovery should be denied when a party’s aim
17 is to . . . harass the person” or to “gather information for use in proceedings other than the pending
18 suit”). Amazon further objects to this request to the extent it is not consistent with the Federal
19 Rules of Civil Procedure, including but not limited to Rule 26(b)(4)(D), insofar as it improperly
20 seeks the disclosure of information regarding experts not retained by Amazon in connection with
21 the Actions or otherwise seeks information regarding the opinions of experts “retained . . . in
22 anticipation of litigation or to prepare for trial and who is not expected to be called as a witness at
23 trial.” Amazon further objects to this Request as not consistent with the Stipulated Motion and
24 Order Regarding Expert Discovery entered in the Actions, which forecloses Plaintiffs from
25 seeking “discovery or disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No.
26 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained
27 experts to consult on the Actions, those experts would not be subject to discovery. Insofar as
28 Amazon retained those individuals as experts in connection with other matters, that relationship

1 is irrelevant to the Actions. Amazon further objects to this Request as overbroad, unduly
 2 burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or
 3 defenses of any party, to the extent it seeks “*each economist, antitrust scholar and/or each*
 4 *economic association* to whom Amazon or its Agents have provided payment or funding in
 5 connection with his, her, or its economic, academic, or opinion work.” It is not practical,
 6 reasonable, or proportionate to the needs of the Actions to identify each economist, antitrust
 7 scholar or economic association with which “Amazon” or its “Agents” (as defined by the Requests
 8 or as defined by any reasonable definition) may have had a relationship, nor is such an inquiry
 9 relevant to Plaintiffs’ claims. Amazon specifically adopts its Tenth General Objection above to
 10 the definition of “Amazon’s Agents” herein. Amazon further objects to this Request as overly
 11 broad, unduly burdensome, and not proportionate to the needs of the Actions, insofar as it fails to
 12 provide a time frame regarding the information requested. Amazon further objects to this Request
 13 as it includes, at minimum, two discrete subparts and thus is counted as two Requests. Amazon
 14 further objects to the terms “economist,” “antitrust scholar,” “economic association,” “research
 15 grants,” “economics research papers,” “litigation consulting services,” “competition,” “market
 16 definition,” “retail markets,” “online markets,” “markets for marketplace services,” “price parity
 17 policies,” “price competitiveness,” and “Amazon’s specific business practices” as vague and
 18 undefined. Amazon further objects to this Request insofar as it calls for information protected by
 19 (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional,
 20 statutory, common law or regulatory protection, immunity, or proscription from disclosure.

21 Subject to and in light of these objections, Amazon does not believe any response
 22 to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this
 23 Request to the extent Plaintiffs can identify with specificity any information called for by this
 24 Request that is relevant and reasonably tailored to the needs of the Actions that has not already
 25 been provided or is not otherwise already reasonably accessible to Plaintiffs.

26 **INTERROGATORY NO. 9:**

27 Identify with specificity each Publication Amazon or its Agents placed, updated,
 28 authored, or published in coordination with other Persons, including, but not limited to, providing

1 drafts or comments on Publications to be published over the name of a third party, providing
 2 information on background, or connecting reporters to third parties for quotes or comments,
 3 related to competition, market definition, retail markets, online markets, markets for marketplace
 4 services, most-favored-nation (MFN or PMNF) or price parity policies, MMAs, price
 5 competitiveness, or Amazon's specific business practices.

6 **ANSWER:**

7 Amazon objects to this Request as overbroad, unduly burdensome, not
 8 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,
 9 to the extent it seeks information regarding each "Publication Amazon or its Agents placed,
 10 updated, authored, or published in coordination with other Persons, including . . . providing drafts
 11 or comments on Publications to be published over the name of a third party, providing information
 12 on background, or connecting reporters to third parties for quotes or comments" regardless of
 13 whether such information has any connection to the Actions or to the claims or defenses therein.
 14 It is not practical, reasonable, or proportionate to the needs of the Actions to identify each and
 15 every Publication as to which "Amazon" or its "Agents" (as defined by the Requests or as defined
 16 by any reasonable definition) may have provided "information on background" or spoke with a
 17 reporter regarding Amazon's business, nor is such an inquiry relevant to Plaintiffs' claims.
 18 Amazon specifically adopts its Tenth General Objection above to the definition of "Amazon's
 19 Agents" herein. Amazon further objects to this Request in that it appears intended to harass and
 20 annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach
 21 the integrity of persons who have not been identified as witnesses and will not serve as witnesses
 22 in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978)
 23 ("discovery should be denied when a party's aim is to . . . harass the person" or to "gather
 24 information for use in proceedings other than the pending suit"). Amazon further objects to this
 25 Request as overbroad, unduly burdensome, and not proportionate to the needs of the Actions,
 26 insofar as it fails to provide a time frame regarding the information requested. Amazon further
 27 objects to the phrases and terms "providing drafts or comments on Publications to be published
 28 over the name of a third party," "connecting reporters to third parties," "competition," "market

1 definition,” “retail markets,” “online markets,” “markets for marketplace services,” “price parity
2 policies,” “price competitiveness,” and “Amazon’s specific business practices” as vague and
3 undefined.

4 Subject to and in light of these objections, Amazon does not believe any response
5 to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this
6 Request to the extent Plaintiffs can identify with specificity any information called for by this
7 Request that is relevant and reasonably tailored to the needs of the Actions that has not already
8 been provided or is not otherwise already reasonably accessible to Plaintiffs.

9 **INTERROGATORY NO. 10:**

10 Identify with specificity each Publication for which Amazon or its Agents
11 communicated with each of the following individuals: Eleanor Fox; Herbert Hovenkamp; Joshua
12 Wright; Geoffe Manne; Dave Kully; Carl Shapiro.

13 **ANSWER:**

14 Amazon objects to this Request as overbroad, unduly burdensome, not
15 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,
16 to the extent it seeks information regarding “Publications for which Amazon or its Agents
17 communicated with” the identified individuals regardless of whether such information has any
18 connection to the Actions or to the claims or defenses therein. It is not practical, reasonable, or
19 proportionate to the needs of the Actions to identify each “Publication” for which “Amazon” or
20 its “Agents” (as defined by the Requests or as defined by any reasonable definition) may have
21 communicated with the identified individuals, nor is such an inquiry relevant to Plaintiffs’ claims.
22 Amazon specifically adopts its Tenth General Objection above to the definition of “Amazon’s
23 Agents” herein. Amazon further objects to this Request in that it appears intended to harass and
24 annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach
25 the integrity of persons who have not been identified as witnesses and will not serve as witnesses
26 in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978)
27 (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather
28 information for use in proceedings other than the pending suit”). By way of further response,

Amazon states that Request No. 10 was (as Plaintiffs concede) motivated by antitrust scholar Dr. Herbert Hovenkamp's critique of their proposed market definition in the Actions, discussed during the "Economics Day" hearing held in *FTC v. Amazon.com, Inc.*, No. 23-cv-01495 (W.D. Wash.), and that the sole basis for the Requests is the speculation contained in a 2021 letter by the "Revolving Door Project" questioning Dr. Hovenkamp's impartiality as to companies that are not even litigants in the Actions. Amazon is surprised to see Plaintiffs question the integrity of Dr. Hovenkamp, especially in light of his direct repudiation of the Revolving Door Project's claims. *See* Herbert Hovenkamp, (@Sherman1890), X.COM (Nov. 3, 2021, 3:55 PM), <https://tinyurl.com/ytj62jtw> (responding to the Revolving Door Project that he has received "[n]o payments since [2002], no grants, and no paid board memberships" from any technology company); *see also* Herbert Hovenkamp (@Sherman1890), X.COM (June 9, 2024, 7:19 PM), <https://tinyurl.com/3uxpkh9a> ("[I] get no money from CTIC [Center for Technology, Innovation & Competition at his university, the University of Pennsylvania] and none from any single firm. My \$ are all from the Upenn and [W]harton General employment funds. You are not thinking through what is entailed if every academic had to run every general funding source all the way up the ladder."). Further, there is no conceivable connection between the other identified individuals to the Actions at bar and they are thus equally irrelevant. Amazon further objects to this Request as not consistent with the Federal Rules of Civil Procedure, including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of information regarding experts not retained by Amazon in connection with the Actions or otherwise seeks information regarding the opinions of experts "retained . . . in anticipation of litigation or to prepare for trial and who is not expected to be called as a witness at trial." Amazon further objects to this Request as not consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the Actions, which forecloses Plaintiffs from seeking "discovery or disclosure with respect to non-testifying experts." *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those consultants would not be subject to discovery. Insofar as Amazon retained those individuals as experts in connection with other matters, that relationship is irrelevant to the Actions. Amazon further

1 objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of
 2 the Actions, insofar as it fails to provide a time frame regarding the information requested.
 3 Amazon further objects to this Request insofar as it calls for information protected by (a) the
 4 attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory,
 5 common law or regulatory protection, immunity, or proscription from disclosure. Amazon further
 6 objects to this Request in that it calls for information more readily available from third parties,
 7 including but not necessarily limited to the individuals identified by the Request.

8 Subject to and in light of these objections, Amazon does not believe any response
 9 to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this
 10 Request to the extent Plaintiffs can identify with specificity any information called for by this
 11 Request that is relevant and reasonably tailored to the needs of the Actions that has not already
 12 been provided or is not otherwise already reasonably accessible to Plaintiffs.

13 **INTERROGATORY NO. 11:**

14 Identify with specificity the amount of money paid directly or indirectly (including
 15 through financial contributions to institutions they work for or have a professional relationship
 16 with such as a board seat) to each of the following individuals: Eleanor Fox, Herbert Hovenkamp;
 17 Joshua Wright; Geoff Manne; Dave Kully; Carl Shapiro.

18 **ANSWER:**

19 Amazon objects to this Request as overbroad, unduly burdensome, not
 20 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,
 21 to the extent it seeks “the amount of money paid directly or indirectly (including through financial
 22 contributions to institutions they work for or have a professional relationship with such as a board
 23 seat)” to the identified individuals, regardless of whether such information has any connection to
 24 the Actions or to the claims or defenses therein. It is not practical, reasonable, or proportionate to
 25 the needs of the Actions to identify each and every “institution” that the identified individuals
 26 may “work for” or “have a professional relationship with such as a board seat” so as to respond
 27 to this Request, nor is such an inquiry relevant to Plaintiffs’ claims. Amazon further objects to
 28 this Request in that it appears intended to harass and annoy Amazon, its employees and third

1 parties, to increase the cost of litigation, and to impeach the integrity of persons who have not
 2 been identified as witnesses and will not serve as witnesses in the Actions. *See Oppenheimer*
 3 *Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978) (“discovery should be denied when a party’s
 4 aim is to . . . harass the person” or to “gather information for use in proceedings other than the
 5 pending suit”). By way of further response, Amazon states that Request No. 11 was (as Plaintiffs
 6 concede) motivated by antitrust scholar Dr. Herbert Hovenkamp’s critique of their proposed
 7 market definition in the Actions, discussed during the “Economics Day” hearing held in *FTC v.*
 8 *Amazon.com, Inc.*, No. 23-cv-01495 (W.D. Wash.), and that the sole basis for the Requests is the
 9 speculation contained in a 2021 letter by the “Revolving Door Project” questioning Dr.
 10 Hovenkamp’s impartiality as to companies that are not even litigants in the Actions. Amazon is
 11 surprised to see Plaintiffs question the integrity of Dr. Hovenkamp, especially in light of his direct
 12 repudiation of the Revolving Door Project’s claims. *See* Herbert Hovenkamp, (@Sherman1890),
 13 X.COM (Nov. 3, 2021, 3:55 PM), <https://tinyurl.com/ytj62jtw> (responding to the Revolving Door
 14 Project that he has received “[n]o payments since [2002], no grants, and no paid board
 15 memberships” from any technology company); *see also* Herbert Hovenkamp (@Sherman1890),
 16 X.COM (June 9, 2024, 7:19 PM), <https://tinyurl.com/3uxpkh9a> (“[I] get no money from CTIC
 17 [Center for Technology, Innovation & Competition at his university, the University of
 18 Pennsylvania] and none from any single firm. My \$ are all from the Upenn and [W]harton General
 19 employment funds. You are not thinking through what is entailed if every academic had to run
 20 every general funding source all the way up the ladder.”). Further, there is no conceivable
 21 connection between the other identified individuals to the Actions at bar and they are thus equally
 22 irrelevant. Amazon further objects to this Request as not consistent with the Federal Rules of
 23 Civil Procedure, including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the
 24 disclosure of information regarding experts not retained by Amazon in connection with the
 25 Actions or otherwise seeks information regarding the opinions of experts “retained . . . in
 26 anticipation of litigation or to prepare for trial and who is not expected to be called as a witness at
 27 trial.” Amazon further objects to this Request as not consistent with the Stipulated Motion and
 28 Order Regarding Expert Discovery entered in the Actions, which forecloses Plaintiffs from

1 seeking “discovery or disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No.
 2 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained
 3 experts to consult on the Actions, those consultants would not be subject to discovery. Insofar as
 4 Amazon retained those individuals as experts in connection with other matters, that relationship
 5 is irrelevant to the Actions. Amazon further objects to the terms “paid directly or indirectly,”
 6 “institutions they work for,” and “have a professional relationship with such as a board seat,” as
 7 vague and undefined. Amazon further objects to this Request as overly broad, unduly
 8 burdensome, and not proportionate to the needs of the Actions, insofar as it fails to provide a time
 9 frame regarding the information requested. Amazon further objects to this Request in that it calls
 10 for information more readily available from third parties, including but not necessarily limited to
 11 the individuals identified by the Request.

12 Subject to and in light of these objections, Amazon does not believe any response
 13 to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this
 14 Request to the extent Plaintiffs can identify with specificity any information called for by this
 15 Request that is relevant and reasonably tailored to the needs of the Actions that has not already
 16 been provided or is not otherwise already reasonably accessible to Plaintiffs.

17 **INTERROGATORY NO. 12:**

18 Identify with specificity each third party that Amazon makes financial
 19 contributions to that do work related to competition, market definition, retail markets, online
 20 markets, markets for marketplace services, most-favored-nation (MFN or PMFN) or price parity
 21 policies, MMAs, or price competitiveness, including, but not limited to, trade groups, think tanks,
 22 academic institutions (including affiliated entities such as the Global Antitrust Institute), and non-
 23 profits.

24 For each such third party, identify with specificity the amount of financial
 25 contributions paid by Amazon.

26 **ANSWER:**

27 Amazon objects to this Request as overbroad, unduly burdensome, not
 28 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,

1 to the extent it seeks “each third party that Amazon makes financial contributions to that do work
2 related to” the topics identified, regardless of whether such information has any connection to the
3 Actions or allegations, claims or defenses therein. It is not practical, reasonable, or proportionate
4 to the needs of the Actions to identify each and every “trade group,” “think tank,” “academic
5 institution,” “affiliated entit[y],” “non-profit,” and other “third party” to which Amazon may have
6 made a financial contribution. Amazon further objects to this Request in that it appears intended
7 to harass and annoy Amazon, its employees and third parties, to increase the cost of litigation, and
8 to impeach the integrity of persons who have not been identified as witnesses and will not serve
9 as witnesses in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17
10 (1978) (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather
11 information for use in proceedings other than the pending suit”). Amazon further objects to this
12 Request as not consistent with the Federal Rules of Civil Procedure, including but not limited to
13 Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of information regarding experts
14 not retained by Amazon in connection with the Actions or otherwise seeks information regarding
15 the opinions of experts “retained . . . in anticipation of litigation or to prepare for trial and who is
16 not expected to be called as a witness at trial.” Amazon further objects to this Request as not
17 consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the
18 Actions, which forecloses Plaintiffs from seeking “discovery or disclosure with respect to non-
19 testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No.
20 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those consultants
21 would not be subject to discovery. Insofar as Amazon retained those individuals as experts in
22 connection with other matters, that relationship is irrelevant to the Actions. Amazon further
23 objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of
24 the Actions, insofar as it fails to provide a time frame regarding the information requested.
25 Amazon further objects to this Request insofar as it calls for information protected by (a) the
26 attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory,
27 common law or regulatory protection, immunity, or proscription from disclosure. Amazon further
28 objects to this Request as it includes, at minimum, two discrete subparts and thus is counted as

two Requests. Amazon further objects to the terms “each third party,” “financial contributions,” “do work related to,” “trade groups,” “think tanks,” “academic institutions,” and “affiliated entities” as vague and undefined.

Subject to and in light of these objections, Amazon does not believe any response to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this Request to the extent Plaintiffs can identify with specificity any information called for by this Request that is relevant and reasonably tailored to the needs of the Actions that has not already been provided or is not otherwise already reasonably accessible to Plaintiffs.

INTERROGATORY NO. 13:

Identify all Persons with whom Amazon or its Agents have communicated since 2014 regarding Publications that did or potentially would express opinions on the effect of Amazon’s use of the challenged PMFN or MMAs on competition or an opinion on the relevant market in which to assess the competitive effects of Amazon’s operation of its online store.

ANSWER:

Amazon objects to this Request as overbroad, unduly burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party, insofar as it seeks “all Persons with whom Amazon or its Agents have communicated” regarding “Publications that did or potentially would express opinions” on the topics identified, regardless of whether such information has any connection to the Actions or to the claims or defenses therein. It is not practical, reasonable, or proportionate to the needs of the Actions to identify each and every “Person” with whom Amazon or its “Agents” (as defined by the Requests or as defined by any reasonable definition) may have communicated regarding “Publications that did or potentially would express opinions” on the topics identified so as to respond to this Request, nor is such an inquiry relevant to Plaintiffs’ claims. Amazon specifically adopts its Tenth General Objection above to the definition of “Amazon’s Agents” herein. Amazon further objects to this Request in that it appears intended to harass and annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach the integrity of persons who have not been identified as witnesses and will not serve as witnesses in the Actions. *See Oppenheimer Fund, Inc. v. Sanders,*

1 437 U.S. 340, 352 n.17 (1978) (“discovery should be denied when a party’s aim is to . . . harass
2 the person” or to “gather information for use in proceedings other than the pending suit”).
3 Amazon further objects to this Request as not consistent with the Federal Rules of Civil Procedure,
4 including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of
5 information regarding experts not retained by Amazon in connection with the Actions or
6 otherwise seeks information regarding the opinions of experts “retained . . . in anticipation of
7 litigation or to prepare for trial and who is not expected to be called as a witness at trial.” Amazon
8 further objects to this Request as not consistent with the Stipulated Motion and Order Regarding
9 Expert Discovery entered in the Actions, which forecloses Plaintiffs from seeking “discovery or
10 disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*,
11 Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained experts to consult on
12 the Actions, those consultants would not be subject to discovery. Insofar as Amazon retained
13 those individuals as experts in connection with other matters, that relationship is irrelevant to the
14 Actions. Amazon further objects to this Request insofar as it calls for information protected by
15 (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional,
16 statutory, common law or regulatory protection, immunity, or proscription from disclosure.
17 Amazon further objects to the Request in that it proposes a time frame that is larger than the
18 Proposed Class Period in any of the Actions and therefore seeks information that is not relevant
19 to the Actions. Amazon further objects to the terms “communicated,” “did or potentially would
20 express opinions on the effect of,” “an opinion on the relevant market in which to assess the
21 competitive effects” and “Amazon’s operation of its online store” as vague and undefined.

22 Subject to and in light of these objections, Amazon does not believe any response
23 to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this
24 Request to the extent Plaintiffs can identify with specificity any information called for by this
25 Request that is relevant and reasonably tailored to the needs of the Actions that has not already
26 been provided or is not otherwise already reasonably accessible to Plaintiffs.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 105:

All Documents relating to Your answers in response to Interrogatory No. 8.

ANSWER:

Amazon objects to this Request on each and every ground to which it objected to Interrogatory No. 8. Amazon objects to this Request as overbroad, unduly burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party, to the extent it seeks documents regarding Amazon’s relationship with “economist[s], antitrust scholar[s] and/or [] economic association[s]” regardless of whether such documents have any connection to the Actions or to the claims or defenses therein. Amazon further objects to this Request in that it appears intended to harass and annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach the integrity of persons who have not been identified as witnesses and will not serve as witnesses in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978) (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather information for use in proceedings other than the pending suit”). Amazon further objects to this request to the extent it is not consistent with the Federal Rules of Civil Procedure, including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of documents regarding experts not retained by Amazon in connection with the Actions or otherwise seeks documents regarding the opinions of experts “retained . . . in anticipation of litigation or to prepare for trial and who is not expected to be called as a witness at trial.” Amazon further objects to this Request as not consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the Actions, which forecloses Plaintiffs from seeking “discovery or disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those experts would not be subject to discovery. Insofar as Amazon retained those individuals as experts in connection with other matters, that relationship is irrelevant to the Actions. Amazon further objects to this Request as overbroad, unduly burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or

defenses of any party, to the extent it seeks documents reflecting “*each economist, antitrust scholar and/or each economic association* to whom Amazon or its Agents have provided payment or funding in connection with his, her, or its economic, academic, or opinion work.” It is not practical, reasonable, or proportionate to the needs of the Actions to produce documents regarding each economist, antitrust scholar or economic association with which “Amazon” or its “Agents” (as defined by the Requests or as defined by any reasonable definition) may have had a relationship, nor is such an inquiry relevant to Plaintiffs’ claims. Amazon specifically adopts its Tenth General Objection above to the definition of “Amazon’s Agents” herein. Amazon further objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of the Actions, insofar as it fails to provide a time frame regarding the information requested. Amazon further objects to the terms “economist,” “antitrust scholar,” “economic association,” “research grants,” “economics research papers,” “litigation consulting services,” “competition,” “market definition,” “retail markets,” “online markets,” “markets for marketplace services,” “price parity policies,” “price competitiveness,” and “Amazon’s specific business practices” as vague and undefined. Amazon further objects to this Request insofar as it calls for information protected by (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory, common law or regulatory protection, immunity, or proscription from disclosure.

Subject to these objections, Amazon states that it is willing to meet and confer with Plaintiffs regarding this Request.

REQUEST FOR PRODUCTION NO. 106:

All Documents relating to Your answers in response to Interrogatory No. 9.

ANSWER:

Amazon objects to this Request on each and every ground to which it objected to Interrogatory No. 9. Amazon objects to this Request as overbroad, unduly burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party, to the extent it seeks documents regarding each “Publication Amazon or its Agents placed, updated, authored, or published in coordination with other Persons, including . . . providing drafts

1 or comments on Publications to be published over the name of a third party, providing information
 2 on background, or connecting reporters to third parties for quotes or comments.” It is not practical,
 3 reasonable, or proportionate to the needs of the Actions to produce documents reflecting each and
 4 every Publication as to which “Amazon” or its “Agents” (as defined by the Requests or as defined
 5 by any reasonable definition) may have provided “information on background” or spoke with a
 6 reporter regarding Amazon’s business, nor is such an inquiry relevant to Plaintiffs’ claims.
 7 Amazon specifically adopts its Tenth General Objection above to the definition of “Amazon’s
 8 Agents” herein. Amazon further objects to this Request in that it appears intended to harass and
 9 annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach
 10 the integrity of persons who have not been identified as witnesses and will not serve as witnesses
 11 in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978)
 12 (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather
 13 information for use in proceedings other than the pending suit”). Amazon further objects to this
 14 Request as overbroad, unduly burdensome, and not proportionate to the needs of the Actions,
 15 insofar as it fails to provide a time frame regarding the information requested. Amazon further
 16 objects to the phrases and terms “providing drafts or comments on Publications to be published
 17 over the name of a third party,” “connecting reporters to third parties,” “competition,” “market
 18 definition,” “retail markets,” “online markets,” “markets for marketplace services,” “price parity
 19 policies,” “price competitiveness,” and “Amazon’s specific business practices” as vague and
 20 undefined.

21 Subject to these objections, Amazon states that it is willing to meet and confer with
 22 Plaintiffs regarding this Request.

23 **REQUEST FOR PRODUCTION NO. 107:**

24 All Documents relating to Your answers in response to Interrogatory No. 10.

25 **ANSWER:**

26 Amazon objects to this Request on each and every ground to which it objected to
 27 Interrogatory No. 10. Amazon further objects to this Request as overbroad, unduly burdensome,
 28 not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any

1 party, to the extent it seeks documents regarding “Publications for which Amazon or its Agents
 2 communicated with” the identified individuals regardless of whether such information has any
 3 connection to the Actions or to the claims or defenses therein. It is not practical, reasonable, or
 4 proportionate to the needs of the Actions to identify each “Publication” for which “Amazon” or
 5 its “Agents” (as defined by the Requests or as defined by any reasonable definition) may have
 6 communicated with the identified individuals, nor is such an inquiry relevant to Plaintiffs’ claims.
 7 Amazon specifically adopts its Tenth General Objection above to the definition of “Amazon’s
 8 Agents” herein. Amazon further objects to this Request in that it appears intended to harass and
 9 annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach
 10 the integrity of persons who have not been identified as witnesses and will not serve as witnesses
 11 in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978)
 12 (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather
 13 information for use in proceedings other than the pending suit”). By way of further response,
 14 Amazon states that Request No. 107 was (as Plaintiffs concede) motivated by antitrust scholar Dr.
 15 Herbert Hovenkamp’s critique of their proposed market definition in the Actions, discussed
 16 during the “Economics Day” hearing held in *FTC v. Amazon.com, Inc.*, No. 23-cv-01495 (W.D.
 17 Wash.), and that the sole basis for the Requests is the speculation contained in a 2021 letter by the
 18 “Revolving Door Project” questioning Dr. Hovenkamp’s impartiality as to companies that are not
 19 even litigants in the Actions. Amazon is surprised to see Plaintiffs question the integrity of Dr.
 20 Hovenkamp, especially in light of his direct repudiation of the Revolving Door Project’s claims.
 21 *See* Herbert Hovenkamp, (@Sherman1890), X.COM (Nov. 3, 2021, 3:55 PM),
 22 <https://tinyurl.com/ytj62jtw> (responding to the Revolving Door Project that he has received “[n]o
 23 payments since [2002], no grants, and no paid board memberships” from any technology
 24 company); *see also* Herbert Hovenkamp (@Sherman1890), X.COM (June 9, 2024, 7:19 PM),
 25 <https://tinyurl.com/3uxpkh9a> (“[I] get no money from CTIC [Center for Technology, Innovation
 26 & Competition at his university, the University of Pennsylvania] and none from any single firm.
 27 My \$ are all from the Upenn and [W]harton General employment funds. You are not thinking
 28 through what is entailed if every academic had to run every general funding source all the way up

the ladder.”). Further, there is no conceivable connection between the other identified individuals to the Actions at bar and they are thus equally irrelevant. Amazon further objects to this Request as not consistent with the Federal Rules of Civil Procedure, including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of documents regarding experts not retained by Amazon in connection with the Actions or otherwise seeks documents regarding the opinions of experts “retained . . . in anticipation of litigation or to prepare for trial and who is not expected to be called as a witness at trial.” Amazon further objects to this Request as not consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the Actions, which forecloses Plaintiffs from seeking “discovery or disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those consultants would not be subject to discovery. Insofar as Amazon retained those individuals as experts in connection with other matters, that relationship is irrelevant to the Actions. Amazon further objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of the Actions, insofar as it fails to provide a time frame regarding the information requested. Amazon further objects to this Request insofar as it calls for information protected by (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory, common law or regulatory protection, immunity, or proscription from disclosure. Amazon further objects to this Request in that it calls for documents more readily available from third parties, including but not necessarily limited to the individuals identified by the Request.

Subject to these objections, Amazon states that it is willing to meet and confer with Plaintiffs regarding this Request.

REQUEST FOR PRODUCTION NO. 108:

All Documents relating to Your answers in response to Interrogatory No. 11.

ANSWER:

Amazon objects to this Request on each and every ground to which it objected to Interrogatory No. 11. Amazon further objects to this Request as overbroad, unduly burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any

1 party, to the extent it seeks documents regarding “the amount of money paid directly or indirectly
 2 (including through financial contributions to institutions they work for or have a professional
 3 relationship with such as a board seat)” to the identified individuals, regardless of whether such
 4 documents have any connection to the Actions or to the claims or defenses therein. It is not
 5 practical, reasonable, or proportionate to the needs of the Actions to identify each and every
 6 “institution” that the identified individuals may “work for” or “have a professional relationship
 7 with such as a board seat” so as to respond to this Request, nor is such an inquiry relevant to
 8 Plaintiffs’ claims. Amazon further objects to this Request in that it appears intended to harass and
 9 annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach
 10 the integrity of persons who have not been identified as witnesses and will not serve as witnesses
 11 in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978)
 12 (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather
 13 information for use in proceedings other than the pending suit”). By way of further response,
 14 Amazon states that Request No. 108 was (as Plaintiffs concede) motivated by antitrust scholar Dr.
 15 Herbert Hovenkamp’s critique of their proposed market definition in the Actions, discussed
 16 during the “Economics Day” hearing held in *FTC v. Amazon.com, Inc.*, No. 23-cv-01495 (W.D.
 17 Wash.), and that the sole basis for the Requests is the speculation contained in a 2021 letter by the
 18 “Revolving Door Project” questioning Dr. Hovenkamp’s impartiality as to companies that are not
 19 even litigants in the Actions. Amazon is surprised to see Plaintiffs question the integrity of Dr.
 20 Hovenkamp, especially in light of his direct repudiation of the Revolving Door Project’s claims.
 21 *See* Herbert Hovenkamp, (@Sherman1890), X.COM (Nov. 3, 2021, 3:55 PM),
 22 <https://tinyurl.com/ytj62jtw> (responding to the Revolving Door Project that he has received “[n]o
 23 payments since [2002], no grants, and no paid board memberships” from any technology
 24 company); *see also* Herbert Hovenkamp (@Sherman1890), X.COM (June 9, 2024, 7:19 PM),
 25 <https://tinyurl.com/3uxpkh9a> (“[I] get no money from CTIC [Center for Technology, Innovation
 26 & Competition at his university, the University of Pennsylvania] and none from any single firm.
 27 My \$ are all from the Upenn and [W]harton General employment funds. You are not thinking
 28 through what is entailed if every academic had to run every general funding source all the way up

the ladder.”). Further, there is no conceivable connection between the other identified individuals to the Actions at bar and they are thus equally irrelevant. Amazon further objects to this Request as not consistent with the Federal Rules of Civil Procedure, including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of documents regarding experts not retained by Amazon in connection with the Actions or otherwise seeks documents regarding the opinions of experts “retained . . . in anticipation of litigation or to prepare for trial and who is not expected to be called as a witness at trial.” Amazon further objects to this Request as not consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the Actions, which forecloses Plaintiffs from seeking “discovery or disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those consultants would not be subject to discovery. Insofar as Amazon retained those individuals as experts in connection with other matters, that relationship is irrelevant to the Actions. Amazon further objects to the terms “paid directly or indirectly,” “institutions they work for,” and “have a professional relationship with such as a board seat,” as vague and undefined. Amazon further objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of the Actions, insofar as it fails to provide a time frame regarding the documents requested. Amazon further objects to this Request in that it calls for information more readily available from third parties, including but not necessarily limited to the individuals identified by the Request.

Subject to these objections, Amazon states that it is willing to meet and confer with Plaintiffs regarding this Request.

REQUEST FOR PRODUCTION NO. 109:

All Documents relating to Your answers in response to Interrogatory No. 12.

ANSWER:

Amazon objects to this Request on each and every ground to which it objected to Interrogatory No. 12. Amazon further objects to this Request as overbroad, unduly burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party, to the extent it seeks “All” documents regarding “each third party that Amazon makes

1 financial contributions to that do work related to” the topics identified, regardless of whether such
2 information has any connection to the Actions or to the claims or defenses therein. It is not
3 practical, reasonable, or proportionate to the needs of the Actions to produce “All” documents
4 regarding each and every “trade group,” “think tank,” “academic institution,” “affiliated entit[y]”
5 “non-profit,” and other “third party” to which Amazon may have made a financial contribution.
6 Amazon further objects to this Request in that it appears intended to harass and annoy Amazon,
7 its employees and third parties, to increase the cost of litigation, and to impeach the integrity of
8 persons who have not been identified as witnesses and will not serve as witnesses in the Actions.
9 *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978) (“discovery should be
10 denied when a party’s aim is to . . . harass the person” or to “gather information for use in
11 proceedings other than the pending suit”). Amazon further objects to this Request as not
12 consistent with the Federal Rules of Civil Procedure, including but not limited to Rule
13 26(b)(4)(D), insofar as it improperly seeks the disclosure of documents regarding experts not
14 retained by Amazon in connection with the Actions or otherwise seeks documents regarding the
15 opinions of experts “retained . . . in anticipation of litigation or to prepare for trial and who is not
16 expected to be called as a witness at trial.” Amazon further objects to this Request as not
17 consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the
18 Actions, which forecloses Plaintiffs from seeking “discovery or disclosure with respect to non-
19 testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No.
20 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those consultants
21 would not be subject to discovery. Insofar as Amazon retained those individuals as experts in
22 connection with other matters, that relationship is irrelevant to the Actions. Amazon further
23 objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of
24 the Actions, insofar as it fails to provide a time frame regarding the documents requested. Amazon
25 further objects to this Request insofar as it calls for information protected by (a) the attorney-
26 client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory, common
27 law or regulatory protection, immunity, or proscription from disclosure. Amazon further objects
28

1 to the terms “each third party,” “financial contributions,” “do work related to,” “trade groups,”
 2 “think tanks,” “academic institutions,” and “affiliated entities” as vague and undefined.

3 Subject to these objections, Amazon states that it is willing to meet and confer with
 4 Plaintiffs regarding this Request.

5 **REQUEST FOR PRODUCTION NO. 110:**

6 All Documents relating to Your answers in response to Interrogatory No. 13.

7 **ANSWER:**

8 Amazon objects to this Request on each and every ground to which it objected to
 9 Interrogatory No. 13. Amazon objects to this Request as overbroad, unduly burdensome, not
 10 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,
 11 insofar as it seeks “all Persons with whom Amazon or its Agents have communicated” regarding
 12 “Publications that did or potentially would express opinions” on the topics identified, regardless
 13 of whether such information has any connection to the Actions or to the claims or defenses therein.
 14 It is not practical, reasonable, or proportionate to the needs of the Actions to identify each and
 15 every “Person” with whom Amazon or its “Agents” (as defined by the Requests or as defined by
 16 any reasonable definition) may have communicated regarding “Publications that did or potentially
 17 would express opinions” on the topics identified so as to respond to this Request, nor is such an
 18 inquiry relevant to Plaintiffs’ claims. Amazon specifically adopts its Tenth General Objection
 19 above to the definition of “Amazon’s Agents” herein. Amazon further objects to this Request in
 20 that it appears intended to harass and annoy Amazon, its employees and third parties, to increase
 21 the cost of litigation, and to impeach the integrity of persons who have not been identified as
 22 witnesses and will not serve as witnesses in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*,
 23 437 U.S. 340, 352 n.17 (1978) (“discovery should be denied when a party’s aim is to . . . harass
 24 the person” or to “gather information for use in proceedings other than the pending suit”).
 25 Amazon further objects to this Request as not consistent with the Federal Rules of Civil Procedure,
 26 including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of
 27 documents regarding experts not retained by Amazon in connection with the Actions or otherwise
 28 seeks information regarding the opinions of experts “retained . . . in anticipation of litigation or to

1 prepare for trial and who is not expected to be called as a witness at trial.” Amazon further objects
 2 to this Request as not consistent with the Stipulated Motion and Order Regarding Expert
 3 Discovery entered in the Actions, which forecloses Plaintiffs from seeking “discovery or
 4 disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*,
 5 Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained experts to consult on
 6 the Actions, those consultants would not be subject to discovery. Insofar as Amazon retained
 7 those individuals as experts in connection with other matters, that relationship is irrelevant to the
 8 Actions. Amazon further objects to this Request insofar as it calls for documents protected by (a)
 9 the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional,
 10 statutory, common law or regulatory protection, immunity, or proscription from disclosure.
 11 Amazon further objects to the Request in that it proposes a time frame that is larger than the
 12 Proposed Class Period in any of the Actions and therefore seeks information that is not relevant
 13 to the Actions. Amazon further objects to the terms “communicated,” “did or potentially would
 14 express opinions on the effect of,” “an opinion on the relevant market in which to assess the
 15 competitive effects” and “Amazon’s operation of its online store” as vague and undefined.

16 Subject to these objections, Amazon states that it is willing to meet and confer with
 17 Plaintiffs regarding this Request.

18
 19 DATED this 24th day of April 2025.

20
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